

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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22

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| <b>1. DATE OF ORDER</b><br>09/30/2009   |  | <b>2. CONTRACT NO. (If any)</b><br>GS-07F-0056V                  |  | <b>6. SHIP TO:</b>   |  |
| <b>3. ORDER NO.</b><br>EP09H002170  |  | <b>4. REQUISITION/REFERENCE NO.</b><br>COOP09<br>QT-DC-09-003405 |  | <b>a. NAME OF CONSIGNEE</b> U.S. EPA Project Officer:<br>SECURITY MANAGEMENT DIVISION DIANE DIXON  |  |
| <b>5. ISSUING OFFICE (Address correspondence to)</b><br>U.S. EPA Mail Drop: 3803R<br>ADMINISTRATIVE CONTRACT SERVICE CENTER<br>1200 PENNSYLVANIA AVENUE, NW<br>WASHINGTON, DC 20460 |  |  |  | <b>b. STREET ADDRESS</b><br>1200 PENN AVE NW<br><b>c. CITY</b> WASHINGTON <b>d. STATE</b> DC <b>e. ZIP CODE</b> 20460<br><b>f. SHIP VIA:</b>   |  |
| <b>7. TO:</b>   |  |  |  | <b>8. TYPE OF ORDER</b>  |  |
| <b>a. NAME OF CONTRACTOR</b><br>BOOZ ALLEN HAMILTON INC.<br><b>b. COMPANY NAME</b> Fax: (703) 902-3200<br>Ph: (703) 917-2337<br><b>c. STREET ADDRESS</b><br>8283 GREENSBORO DRIVE   |  |  |  | <input type="checkbox"/> <b>a. PURCHASE</b><br><input checked="" type="checkbox"/> <b>b. DELIVERY</b> - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on in this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |  |
| <b>d. CITY</b> MCLEAN <b>e. STATE</b> VA <b>f. ZIP CODE</b> 22102   |  |  |  | <b>10. REQUISITIONING OFFICE</b> SECURITY MANAGEMENT DIVISION<br><b>Buyer:</b> ANDREA BRUNSMAN (202) 564-9699  |  |

## 9. ACCOUNTING AND APPROPRIATION DATA

See continuation page for accounting data.

TIN:

DUNS: 006928857

## 11. BUSINESS CLASSIFICATION (Check appropriate box(es))

☐ a. SMALL

☐ b. OTHER THAN SMALL

☐ c. DISADVANTAGED

☐ d. WOMAN-OWNED

|                                     |  |                        |                               |  |                           |
|-------------------------------------|--|------------------------|-------------------------------|--|---------------------------|
| <b>12. F.O.B. POINT</b>             |  | <b>FOB DESTINATION</b> | <b>14. GOVERNMENT B/L NO.</b> | <b>15. DELIVER TO F.O.B. POINT ON OR BEFORE Date</b> | <b>16. DISCOUNT TERMS</b> |
| <b>13. PLACE OF</b>                 |  |                        |                               | 10/01/2009 - 09/30/2010                              | NET30                     |
| <b>a. INSPECTION</b><br>DESTINATION | <b>b. ACCEPTANCE</b><br>City WASHINGTON State DC |                        |                               |  |                           |

## 17. SCHEDULE (See reverse for Rejections)

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)   | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f)   | QUANTITY<br>ACCEPTED<br>(g) |
|-----------------|--|----------------------------|-------------|-------------------|-----------------|-----------------------------|
| 1               | COOP/OEP Support<br>Continuity of Operations and Occupant<br>Emergency Program Support<br><br>In accordance with the attached statement<br>of work (SOW) and the Booz Allen Hamilton<br>(BAH) technical and price submissions dated<br>August 4, 2009.<br><br>Partial payments are authorized under this<br>order based upon a monthly invoice<br>schedule, three copies of the invoice shall<br>be distributed: 1 original to the Finance | 1                          | YEAR        | \$ 2,539,174.60   | \$ 2,539,174.60 |                             |

|                                     |  |                                  |                            |  |                 |                               |
|-------------------------------------|--|----------------------------------|----------------------------|--|-----------------|-------------------------------|
| See Billing Instructions On Reverse | <b>18. SHIPPING POINT</b>  | <b>19. GROSS SHIPPING WEIGHT</b> | <b>20. INVOICE NO.</b>     |  | \$ .00          | <b>17(h)TOT (Cont. Pages)</b> |
|                                     | <b>21. MAIL INVOICE TO:</b>  |                                  |                            |  |                 |                               |
|                                     | <b>a. Name</b> RTP FINANCE CENTER                                      |                                  | U.S. EPA Mail Drop D143-02 |  |                 | <b>17(i) GRAND TOTAL</b>      |
|                                     | <b>b. Street Address (or P.O. Box)</b> ENVIRONMENTAL PROTECTION AGENCY |                                  |                            |  | \$ 2,539,174.60 |                               |
|                                     | <b>c. City</b> DURHAM  | <b>d. STATE</b> NC               | <b>e. ZIP CODE</b> 27711   |  |                 |                               |

22. UNITED STATES OF AMERICA BY (Signature)

*Andrea Brunsmann*

23. NAME (Typed) ANDREA BRUNSMAN

(202) 564-9699

TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES AND SERVICES  
SCHEDULE - CONTINUATION**

**PAGE NO.**  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

**DATE OF ORDER** 09/30/2009

**CONTRACT NO.**  
GS-07F-0056V

**ORDER NO.** EP09H002170

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)   | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY<br>ACCEPTED<br>(g) |
|-----------------|--|----------------------------|-------------|-------------------|---------------|-----------------------------|
|                 | Office indicated in Block 21; 1 copy to the Project Officer indicated in Block 6; and 1 copy to the Contracting Officer indicated in Block 22.<br><br>Monthly invoices shall reflect the actual hours and dollars completed during the period of performance for which the invoice is presented.<br><br>The period of performance for the base period is: October 1, 2009 - September 30, 2010.<br><br>This is a ceiling priced order with a not-to-exceed amount of \$2,539,174.60 for the Base Period, base amount and ODCs. This amount shall not be exceeded without the Contracting Officer's prior approval.<br><br>Incremental funding in the amount of \$1,000,000.00 is provided and is the Limitation of Government Liability (LGL). |                            |             |                   |               |                             |
| 2               | Base Period<br>Optional Hours<br>12,000 hours to be exercised in 12 equal increments.<br><br>Total: \$882,326.62   | 0                          | YEAR        | (b)(4)            | \$ 0.00       |                             |
| 3               | Option Period I<br>Period of Performance: 10/01/10 - 09/30/11<br><br>Ceiling: \$2,613,301.09   | 0                          | YEAR        |                   | \$ 0.00       |                             |
| 4               | Option Period I<br>Optional Hours<br>12,000 hours to be exercised in 12 equal increments.<br><br>Total: \$907,442.90   | 0                          | YEAR        |                   | \$ 0.00       |                             |
| 5               | Option Period II<br>Period of Performance: 10/01/11 - 09/30/12<br><br>Ceiling: \$2,687,836.89  | 0                          | YEAR        |                   | \$ 0.00       |                             |
| 6               | Option Period II<br>Optional Hours<br>12,000 hours to be exercised in 12 equal increments.<br><br>Total: \$932,733.28  | 0                          | EACH        |                   | \$ 0.00       |                             |
| 7               | Option Period III<br>Period of Performance: 10/01/12 - 09/30/13<br><br>Ceiling: \$2,767,115.50   | 0                          | EACH        |                   | \$ 0.00       |                             |
| 8               | Option Period III<br>Optional Hours  | 0                          | EACH        |                   | \$ 0.00       |                             |

**ORDER FOR SUPPLIES AND SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.

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DATE OF ORDER

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CONTRACT NO.

GS-07F-0056V

ORDER NO.

EP09H002170

| ITEM NO.<br>(a) | SUPPLIES/SERVICES<br>(b)  | QUANTITY<br>ORDERED<br>(c) | UNIT<br>(d) | UNIT PRICE<br>(e) | AMOUNT<br>(f) | QUANTITY<br>ACCEPTED<br>(g) |
|-----------------|---|----------------------------|-------------|-------------------|---------------|-----------------------------|
|                 | 12,000 hours to be exercised in 12 equal increments.  |                            |             |                   |               |                             |
| 9               | Total: \$959,694.12<br>Option Period IV<br>Period of Performance: 10/01/13 - 09/30/14                                 | 0                          | EACH        | \$ (b)(4)         | \$ 0.00       |                             |
| 10              | Ceiling: \$2,869,120.92<br>Option Peirod IV<br>Optional Hours<br>12,000 hours to be exercised in 12 equal increments. | 0                          | EACH        | \$                | \$ 0.00       |                             |
|                 | Total: \$994,524.06   |                            |             |                   |               |                             |



**Accounting Data:**

SEB160 2009 C 51SB ZZZGF2L03 2504 \$70000.00

**Accounting Data:**

SEB160 2009 B 51SB ZZZGF2L03 2504 \$335000.00

**Accounting Data:**

SEB138 2009 T 51SB ZZZGF2L03 2504 \$45000.00 HQ00BM00

**Accounting Data:**

SEB160 2009 T 51SB ZZZGF2L03 2504 \$95000.00 HQ00BM00

**Accounting Data:**

SEB138 2009 B 51SB ZZZGF2L03 2504 \$455000.00

**Clause(s):****CO ADDED****CLAUSES INCORPORATED BY REFERENCE**

The following clauses are incorporated into this purchase order by reference: FAR 52.212-4 (Contract Terms and Conditions -- Commercial Items), and FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items).

**CUSTOM****CO ADDED TECHNICAL DIRECTION (MAR 04)**

1. The Task Order Project Officer (TOPO) is the primary representative of the Contracting Officer authorized to provide technical direction on Task Order performance.

2. Individuals other than the TOPO may be authorized to provide technical direction. If individuals other than the TOPO are authorized to provide technical direction, their names will be specified in the task order or technical direction document as appropriate. The TOPO is authorized to provide technical direction, subject to the limitations set forth below, only on his/her Task Order or technical direction document.

3. Technical direction includes:

"Direction to the contractor which assists the contractor in accomplishing the Statement of Work" Comments on and approval or reports or other deliverables.

4. Technical direction must be within the task order or technical direction document Statement of Work. The TOPO or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes Clause; (3) causes an increase or decrease in the estimated costs of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the task order or technical direction document.

5. Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. Once copy of the technical direction memorandum will be forwarded to the Contracting Officer.

**CUSTOM****CO ADDED INVOICES-RTP Finance (NOV 03)**

Invoices shall be prepared containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due.

Invoices shall be submitted to the address specified in block 21 of this order.

OR

Invoices shall be submitted via e-mail to RTPReceiving@epa.gov

Provide the pdf file with the following naming convention and SUBJECT in email:

SI\_PO#\_inv#.pdf Example: SI\_EP08X00005\_5335.pdf

For status of Invoice Payments, call the Financial Office's Customer Service at (919)541-0616.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance (Mail Drop D143-02)

4930 Page Road

Durham, NC 27703

Vendors interested in checking the status of payments should use the Department of Treasury's Payment Advice Internet Delivery (PAID) system. It is located on the following web site and requires registration: <http://www.fms.treas.gov/paid/index.asp>



**CUSTOM      RADDED      OPTION TO EXTEND PERIOD OF PERFORMANCE (JAN 05)**  
**OPTION TO EXTEND PERIOD OF PERFORMANCE**

The Government has the option to extend the term of this Order four additional one-year periods. If more the 30 days remain in the Purchase Order period of performance, the Government, without prior written notification, may exercise these options by issuing a Purchase Order Modification. To unilaterally exercise these options within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

**CUSTOM      TAX**

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

**EP      1552.209-71      ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 94)**

Organizational Conflicts of Interest (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subc

EP 52.000-000 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL (NOV 94)  
PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

EPAAR

**1552-237-76 GOVERNMENT - CONTRACTOR RELATIONS (JUL 99)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

EPAAR

**1552-237-76 GOVERNMENT - CONTRACTOR RELATIONS (Continued) (JUL 99)**

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within seven (7) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within fourteen (14) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) confirm that the conduct is in violation and when necessary direct the mode of further performance;
- (ii) countermand any communication regarded as a violation;
- (iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance.



- EPAAR 1552.237-76 GOVERNMENT - CONTRACTOR RELATIONS (Part 3) (JUL 99)**  
(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or  
  
(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.
- EPAAR 1552.209-71 ORGANIZATIONAL CONFLICT OF INTEREST, ALT. I continued (MAY 94)**  
e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.
- EPAAR 1552.209-71 ORGANIZATIONAL CONFLICT OF INTEREST, ALT. I (MAY 94)**  
(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.  
  
(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within (5) working days.  
  
(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.  
  
(d) Remedies- The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management**  
This clause is hereby incorporated by reference, with the same force and effect as if it were given in full text. The full text of this clause may be accessed electronically at <http://www.epa.gov/oamrfp12/ptod/epaar.pdf>
- EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS (JUN 99)**  
This clause is hereby incorporated by reference, with the same force and effect as if it were given in full text. The full text of this clause may be accessed electronically at <http://www.epa.gov/oamrfp12/ptod/epaar.pdf>.
- FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 03)**  
The clause is incorporated by reference. The full text of the clause is available at: <http://www.arnet.gov>.
- FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 08)**  
This clause is incorporated by reference. The full text of the clause is available at <http://www.arnet.gov/far/index.html>
- FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 08)**  
To view the full text of this clause go to [www.acquisition.gov/far](http://www.acquisition.gov/far).
- FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 03)**  
The clause is incorporated by reference. The full text of the clause is available at: <http://www.arnet.gov>.

**Security Requirements (Aug 1996)**

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with—
  - (1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and
  - (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

**Key Personnel (EPAAR 1552.237-72) (APR 1984)**

- (a) The Contractor shall assign to this contract the following key personnel:

**Senior Manager-Security**

(b)(4)



- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**Technical Direction (EPAAR 1552.237-71) (APR 1984) DEVIATION**

- (a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.
- (b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Task Order Project Officer, Delivery Order Project Officer, or Work Assignment Manager is authorized to provide technical direction, subject to

the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

- (c) Technical direction includes:
  - (1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.
  - (2) Comments on and approval of reports or other deliverables.
- (d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which:
  - (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document;
  - (2) constitutes a change as defined in the "Changes" clause;
  - (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document;
  - (4) alters the period of performance; or
  - (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.
- (e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **52.222-54 – Employment Eligibility Verification (Jan 2009)**

(a) *Definitions.* As used in this clause—

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.



"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States," as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

*(b) Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

#### **Clauses Incorporated by Reference:**

This order may incorporate one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

<http://www.arnet.gov/far/>

<http://www.epa.gov/oamrfp12/ptod/epaar.pdf>

**Personal Identity Verification of Contractor Personnel (FAR 52.204-9) (Sept 2007)**

**Continuity of Services (FAR 52.237-3) (Jan 1991)**

**Inspection—Time-and-Material and Labor-Hour (FAR 52.246-6) (May 2001)**

**Display of EPA Office of Inspector General Hotline Poster (EPAAR 1552.203-71) (Aug 2000) Deviation**

**Printing (EPAAR 1552.208-70) (Dec 2005) Deviation**

**Treatment of Confidential Business Information (EPAAR 1552.235-71) (Apr 1984) Deviation**



## STATEMENT OF WORK

### Statement of Work for the EPA Security Management Division

**Period of Performance:** Base: October 1, 2009 to September 30, 2010  
Four One Year Options

**1. Scope and Background** The Security Management Division (SMD) was created as a result of the events of September 11, 2001. Since that time, the Division has expanded to comply with federal security requirements and encompasses all security principles to create a horizontal comprehensive security program. Organizationally it is located within EPA's Office of Administration and Resources Management (OARM), Office of Administrative Services (OAS). This contract directly supports the Continuity of Operations Program, and the Occupant Emergency Program of the Security Management Division (SMD) and Office of Administration and Resources Management (OARM). The goal is to have a risk-based comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation.

The mission of SMD is to provide products, resources, and services necessary to protect and safeguard EPA employees and personnel, facilities, infrastructures, and other critical Agency assets. In addition to the Division Director's immediate office, SMD is comprised of three separate and distinct Branches: Physical, Personnel, and Headquarters Operational Security. This contract is designed to provide program support that crosscuts the core functions of the entire organization. The scope of this contract would support the below categories of information, but is not limited to:

- Continuity of Operations Program (COOP),
- Occupant Emergency Program (OEP) and Emergency Preparedness,
- Administrative and Technical Support,
- Strategic Planning and Implementation,
- Security Outreach and Communications
- Policy and Standard Operating Procedure Development

This multi-tasking effort requires professional and technical expertise in continuity of operations; physical and technical security disciplines; multi-level communication capabilities; emergency preparedness; and expertise in areas of access control and alarm systems intrusion detection systems, and closed circuit television systems.

In all contact with the public and Government officials, contractor personnel shall identify themselves as contractor employees working under contract to the EPA. Contractor identification badges/visitor badges shall be prominently displayed at all times and shall be clearly visible in all public settings. The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review by the Contracting Officer's Representative (COR). The Government will make all final regulatory, policy, and interpretive decision resulting from contractor-provided technical support under this contract and make the final decision on all contracting provided recommendations.

The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express written approval. When submitting materials or reports that contain recommendation, the contractor shall:

- Explain or rank policy or action alternatives;
- Describe procedures used to arrive at recommendations;
- Summarize the substance of deliberations;
- Report any dissenting views;
- List sources relied upon;
- Detail the methods and considerations upon which the recommendations are based.

The contractor shall not provide any legal services to EPA under this contract, absent express written advanced approval from EPA's Office of General Counsel.

**2. Travel** All costs associated with local travel within a fifty (50) mile radius of the Contractor's normal place of performance commuting area are not reimbursable. Frequent local travel between the Contractor's facilities and EPA HQ and the COOP Site is anticipated. The EPA COOP site is within a fifty mile radius of EPA Headquarters in Washington, DC. The OARM COOP Site is located in North Carolina and the contractor will be expected to travel there at least once annually and possible up to five times annually. Trips will normally not exceed 5 working days plus time to transit. The specific travel requirements will be identified in the individual TDLs as issued by the COR to the contract.

Costs associated with long distance travel will be made in accordance with the Federal Travel Regulation and the FAR Subpart 31.205-46. All long distance travel shall be pre-approved by the COTR. A written request sent to both the contracting officer (CO) and the COTR shall be submitted well in advance of any anticipated travel in order to allow sufficient time for notification and approval. The following information shall be provided in the request:

- a) Name of the individual(s) who will be traveling;
- b) Inclusive dates and location(s) of proposed travel;
- c) Purpose of trip and program being supported; and
- d) Cost breakdown.

**3. Deliverables** All deliverables under this contract will be delivered using Microsoft Office software and will be given in both hard and soft copies.

Requirements, deliverables, and due dates for deliverables will be specified in Technical Direction Letters (TDLs) issued to the contractor by the Contracting Officer's Representative (COR). The contractor shall not begin work on any of the tasks until a TDL is received.

Written deliverables will be specified in TDLs issued by the COR to the Contractor. The contractor shall provide a draft form of all written deliverables to the EPA COR. The Government will provide comments on these deliverables in writing. The contractor shall incorporate all comments, revise the deliverable, and submit final electronic and hard copies to

the COR. The EPA COR will be responsible for the consideration and dissemination of all EPA comments.

**4. Monthly Reports** The contractor shall provide monthly cost and performance reports to the COR on the 15<sup>th</sup> of every month. The report shall consist of a cost and performance portion. The cost portion of the report shall provide cost incurred during the month to include a cumulative total for TDL and an estimate of costs to be incurred during the following month. The performance portion of the report shall detail work performed during the month including a breakdown of work hours performed with each deliverable, and the work expected to be performed for the following month.

#### **TASK 1: Continuity of Operations Program (COOP)**

EPA's Office of Administration and Resources Management (OARM), through the efforts of SMD, continues to address emerging COOP planning requirements related to its emergency planning and preparedness efforts. Now that OARM has a viable COOP plan in place to support the agency during EPA COOP Plan activation, it is important that OARM maintain the COOP plan in a constant state of readiness. The Contractor shall evaluate existing OARM strategies and program management plans to suggest a clearly defined approach to maintaining COOP readiness at a high level to EPA. This multi-year strategy and program management plan shall outline OARM's approach for testing, maintaining, enhancing, and managing that capability over the next five years. The strategy shall identify resource and budget requirements that will enable OARM to achieve an effective COOP capability, and will provide a schedule to complete the required actions.

**Task Description and Deliverables** The OARM COOP Plan supports the overall EPA Nationwide COOP effort. The contractor shall maintain the existing COOP Program as well as respond to new and emerging Federal requirements. TDLs and deliverables include:

- Develop a Multi-Year Strategy and Program Management Plan based on Section XVIII of the DHS HQ COOP Guidance Document. (May 2010)
- Develop a comprehensive COOP Training program and ensure personnel with COOP roles and responsibilities undergo semi-annual training. This will include table top exercises.
- The OARM COOP Plan is exercised semi-annually or as required, however not to exceed 5 times per year. The contractor will plan, coordinate, and exercise each plan as specified in the appropriate TDL.
- Develop and conduct a COOP functional exercise at least annually but no more than 5 times per year for COOP essential employees within OARM.
- Test OARM's COOP emergency communications capabilities, vital records, and databases and, at least annually but not more than 5 times per year, include a deployment to EPA's emergency relocation site.
- Update COOP Roles and Responsibilities
- Develop COOP Program Plans and Procedures (September 2010)
- Develop a COOP Risk Management Plan (September 2010)
- Provide estimates for Budget and Acquisition Resources
- Update the plans for COOP essential positions and functions
- Update Delegations of Authority within OARM
- Provide Support for the OARM COOP Site
- Support EPA Continuity Communication Plans
- Maintain updated listings of OARM Vital Records



- Maintain updated lists of Human Capital
- Update OARM's Devolution of Operation Requirements to EPA COOP Program
- Evaluate OARM's Reconstitution Operation and update as directed by COR.
- Provide support and guidance in activities and initiatives associated with complying with Federal mandates focusing on health safety, life safety, environmental safety, and agency continuity and the continuity of Government.

**Reference Documents** The Contractor shall be knowledgeable of the following documents and adhere to them in the performance of the work performed under this task:

1. National Incident Management System, dtd December 2008 provides the management framework for emergency management/response personnel and is scalable for day-to-day or large scale incidents.
2. Federal Continuity Directive 1 (FCD 1), February 2008
3. Federal Continuity Directive 2 (FCD 2), February 2008
4. HSPD 8 of December 17, 2003 National Preparedness
5. NSPD 51/HSPD 20 National Security Presidential Directive 51, "National Continuity Policy", May 9, 2007
6. Federal Preparedness Circular 65, "Federal Executive Branch Continuity of Operations (COOP)", July 26, 1999
7. "Federal Response Plan" [FEMA 9230.1-PL], April 1999
8. 41 Code of Federal Regulations 101-2, "Occupant Emergency Program", revised as of July 1, 1998
9. 36 Code of Federal Regulations 1236, "Management of Vital Records", revised as of July 1, 1998
10. Presidential Decision Directive 63, "Critical Infrastructure Protection (CIP)", May 22, 1998
11. Presidential Decision Directive 62, "Protection Against Unconventional Threats to the Homeland and Americans Overseas", May 22, 1998
12. FPC 65 Federal Response Planning Guidance 01-94, "Continuity of Operations (COOP)", December 4, 1994

## **TASK II: Occupant Emergency Plan**

The 10 EPA National Capital Region (NCR) buildings currently have a viable OEP Program which is ever evolving into a "Best Practice" for the Federal Government. It is EPA's goal to continue to improve the existing program and create an EPA Nationwide OEP Program. The contractor shall identify enhancements to the Occupant Emergency Program (OEP) and incorporate the Incident Management System into the existing program.

### **Task Description and Deliverables.**

**II.a.** The contractor shall develop and recommend ways to more effectively sustain the existing OEP Program, as well as, incorporating the Incident Management System to the program. Recommendations shall take into consideration new and existing policies and procedures, including extensive education of the workforce through Web content, tutorials, emails, publications, drills, table top exercises, and various other ways. The contractor shall develop, update, and maintain EPA policy and procedures implementing the Occupant Emergency Program for the National Capital Region and expanding it to EPA Nationwide. This task includes the development/updates to the following:

- Update the Occupant Emergency Plans for 10 buildings in the NCR - Include building specific uniqueness and vulnerabilities. (September 2010)
- Employee Emergency Preparedness Guide or something similar (June 2011)
- Incorporate the Incident Management System into the existing OEPs (September 2010)
- Create Laminated Building Maps identifying specific requirements as given (June 2010)
- Update Emergency Notification Cards as necessary.
- Update or create new Employee Orientation Pamphlets as directed.
- Providing support with evacuation programs i.e. mass evacuation, leased facility evacuation, etc. (Continuous)
- Create program outreach documents as directed.

**II. b.** Education, training, and security awareness is critical to the OEP Program. The contractor shall develop, update, maintain, and deliver education, training, and awareness materials. The materials shall also be made available on the EPA intranet. The contractor will assist EPA with posting the items on the intranet. This task includes specifically:

- National Preparedness Month Fair Posters
- National Preparedness Month Activities and Handouts
- One Live Training Session for each of the 10 buildings in the National Capital Region for overall Security Awareness
- Provide at least one manuscript for producing an OEP Video that will be made available on the EPA Intranet.
- Assist in creating the OEP Video
- Coordinate and conduct at least one evacuation and shelter-in-place drill per year, per building.
- Develop training materials and briefings introducing the Incident Command System format into the OEPs.
- Provide facilitation services for meetings and exercises

**II.c.** The current OEP Program is designed for the National Capital Region. In an effort to support EPA Regional OEP Managers, we are planning an OEP Conference as a piggy back to an existing Federal Emergency Management Conference tentatively planned for 2011 or 2012. The contractor shall provide support for conference, including:

- Developing invitee lists
- Identifying a site to hold a one day Conference
- Coordinating the logistics for the event
- Creating a website for information, sign-ups, and post-conference notes
- Preparing name tags and conducting registration on-site
- Assisting with the conference agenda and coordinating the speaker schedule
- Assist in identifying giveaways and available informational material
- Provide support and guidance for the development and implementation of emergency response and crisis mitigation initiatives

**II.d.** In an effort to evaluate the effectiveness of the OEP Program, EPA is planning to conduct an on-line survey in 2011. The Contractor shall:

- Develop Survey Questions
- Coordinate with EPA internal agencies to develop and post the survey

- Gather the results and create a summary of the responses
- Develop an after action plan to improve the OEP Program

II.e. Where possible, the EPA OEP Program shall include state-of-the-art technology to assist in the overall safety and security of EPA building occupants. The contractor shall :

- Maintain an expert level knowledge base of technology developments
- Recommend technical solutions to assist in a higher efficiency of the overall program.
- Coordinate technical demonstrations

### **Reference Documents**

The following documents provide authority for the OEP Program and the Incident Command System:

1. Federal Management Regulation, FMR 02-74 requires that all Federal departments and agencies comply with occupational safety and health standards established in the Occupational Safety and Health Act of 1970 and develop and implement OEPs.
2. Department of Justice, Vulnerability Assessment of Federal Facilities, dated June 95
3. Homeland Security Presidential Directive 5, Management of Domestic Incidents, dtd February 23, 2003, states all Federal Departments and agencies will use the National Incident Management System in their domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities.
4. National Incident Management System, dtd December 2008 provides the management framework for emergency management/response personnel and is scalable for day-to-day or large scale incidents.
5. 29 CFR 1910.38 and 29 CFR 1926.35 Emergency Action Plans are required in support of OSHA requirements for evacuating employees and considering their health and safety.
6. Interagency Security Committee, *Security Standards of Leased Space*, February 10, 2005 (including Addendums 1-4: Instructions for Leased Acquisitions, Lease Security paragraphs, GSA Form 3626 Minimum Lease Security Standards, and Pre-lease Building Security Plan).

The contractor will ensure that all Division documents for external release are well written, grammatically correct, and conform to the Associated Press (AP) stylebook, the official stylebook of the newspaper industry and adapted by EPA.

### **TASK III: SMD Support**

The contractor shall also provide the Security Management Division with a support for drafting policy alternatives, standard operating procedures, and communication products (high-level/quick turnaround responses, customer correspondence, reports, documentation, online content, newsletters, presentations, training, workforce education, and more) using a variety of media and delivery methods.

The contractor shall be required to do the following tasks:

- Creating, updating, and managing standard customer service communication templates for all Personnel Security Branch (PSB) processes (nationwide); all Security Operations Branch (SOB) processes related to lock/key services and two badging offices (Headquarters); processes related to the nationwide EPASS smart card program;
- Updating, creating, and managing publication of content for all SMD intranet sites as needed, including for PSB, SOB, Physical and Infrastructure Security Branch (PISB), and EPASS, as well as for the EPASS QuickPlace site.
- Responding via email to EPA customers as needed: customers include all EPA management, federal workforce, and non-federal workforce. Deliverables include high-level, quick responses to upper management, answers to intranet queries, follow-up and heads-up emails to SMD's security partners.
- Drafting formal responses to FOIA requests, Congressional queries, inter-Agency communications as needed.
- Drafting, updating, and managing production of handbooks, guidance, policy and procedure documentation as needed for PSB, SOB, [PISBEPASS program].
- Creating outreach materials, including graphics, for all SMD branches and programs as needed. Materials may include handouts, signs, posters, broadcast emails, web postings, text messages, and more. The contractor shall advise SMD on effectively using a variety of media, formats, and delivery methods.
- Creating support material and presentations for all Branches and programs, as needed, for conferences and meetings.
- Creating content and graphics and managing production for 3-times yearly, online newsletter (nationwide). Create limited-audience news bulletins as needed.
- Creating content and graphics and managing production for workforce training and education modules, as needed, for all SMD branches. The contractor shall advise SMD on effectively using a variety of media, formats, and delivery methods for training. Subject matter may include crime prevention, emergency preparedness, personnel security processes.
- Supporting SOB on emergency notifications/communication. The contractor shall create content, as needed, and advise on effectively using a variety of media, formats, and delivery methods.

## Additional Terms and Conditions

### Year 2000 Compliance

Any product offered or electronic and authorization system delivered under this contract is warranted to be Year 2000 compliant. Year 2000 Compliant means accurately processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all products used in combination with the contractor's product properly exchange date data with it.

### TAXPAYER IDENTIFICATION (FAR 52.204-3)(10/30/98)

#### (a) Definitions:

\*Common parent,\* as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

\*Taxpayer Identification Number (TIN),\* as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### (d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

#### (e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

#### (f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_



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If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ \_\_\_\_\_. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

## RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

|                    |         |             |               |  |      |
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|                    | FINAL   |             |               |  |      |
| TOTAL CONTAINERS   |         | GROSS WEIGH | RECEIVED AT   | TITLE                                    |      |

### REPORT OF REJECTIONS

[illegible]